TABLE OF CONTENTS

SECTION 1 - GENERAL POLICIES

1.1 Policies, Procedures & Compensation Plan Incorporated into the OPTAVIA Coach Agreement 6
1.2 Amendments 6
1.3 Policies & Provisions Severable 6
1.4 Notices 6
1.5 Force Majeure 6
1.6 Waiver 7

SECTION 2 - BECOMING AN INDEPENDENT OPTAVIA COACH

2.1 Coach Eligibility 7
2.2 Health Professional OPTAVIA Coaches 7
2.3 Company Discretion 7
2.4 One Individual Per OPTAVIA Coach Business 7
2.5 Limitations on OPTAVIA Coach & Household Businesses 8
2.6 Married Couples 8
2.7 Term & Renewal of the OPTAVIA Coach Agreement 9
2.8 OPTAVIA Coach Information 9
2.9 Independent Contractor Relationship 9

SECTION 3 - OPERATING AN INDEPENDENT OPTAVIA COACH BUSINESS

3.1 General Conduct 9
3.2 Field Training Materials 10
3.3 Product Liability Claims & Indemnification 11
3.4 Insurance 12
3.5 Compensation 12
3.6 Taxes 13
3.7 Non-Solicitation (Other Non-Competing Direct Selling Programs or Businesses)

3.8 Confidential Information

3.9 Handling Personal Information

3.10 Product Inventory

3.11 Bonus or Rank Buying

3.12 Wellness Credits

3.13 Payment & Credit Card Usage

3.14 Actions of Affiliated Parties & Household Members

3.15 Negative Comments

3.16 Reporting Policy Violations

3.17 Adjustments to Bonuses & Commissions

3.18 Return of Products, Business Kits & Business Support Materials Upon Cancellation or Termination

3.19 Order Returns & Refunds

3.20 Disciplinary Sanctions

3.21 Cancellation of an OPTAVIA Coach Business

3.22 Business Roll-Up

3.23 Business Entities

3.24 Business Transfer (Sale of an OPTAVIA Coach Business)

3.25 Business Transfer upon Death

3.26 Business Distribution upon Divorce

3.27 International Activities

SECTION 4 - SPONSORING

4.1 Business Opportunity

4.2 Becoming a Sponsor

4.3 Sponsor Business Responsibilities

4.4 Company-Appointed Sponsors
4.5 Business Leads
4.6 Coach Sponsor Changes
4.7 Client Transfers
4.8 Bulk Client Transfers
4.9 Cross-line Coach Solicitation

SECTION 5 - ADVERTISING

5.1 Business Support Tools & Materials
5.2 Coach-Created Business Support Materials
5.3 Interaction with the Media
5.4 Prohibited Advertising Practices & Tools
5.5 Permissible Advertising Practices & Tools
5.6 E-mail Messages
5.7 Company Trademarks & Copyrights
5.8 Replicated Websites
5.9 Retail Outlets
5.10 Testimonials & Claims
5.11 Holding Events & Meetings
5.12 Tradeshows, Fairs & Expos

SECTION 6 - DISPUTE RESOLUTION

6.1 General Dispute Resolution Policy
6.2 Phases of Dispute Resolution
6.3 Confidentiality
6.4 Liquidated Damages for Breach of Confidentiality Policy
6.5 Emergency Relief
6.6 Situations in which the Dispute Resolution Policy is Modified
6.7 Remedies 42
6.8 Class Action Waiver 42
6.9 Governing Law 42
6.10 Damages Waiver 42
6.11 Louisiana Residents 42

APPENDIX A - PARTIAL LIST OF OPTAVIA TRADEMARKS

APPENDIX B - OPTAVIA INCOME DISCLOSURE STATEMENT

APPENDIX C - DSA CODE OF ETHICS
SECTION 1 - GENERAL POLICIES

1.1 POLICIES, PROCEDURES & COMPENSATION PLAN INCORPORATED INTO THE INDEPENDENT OPTAVIA COACH AGREEMENT. These Policies, in their present form and as amended at the sole discretion of OPTAVIA (hereinafter, “OPTAVIA” or the “Company”), are incorporated into the Independent OPTAVIA Coach Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Independent OPTAVIA Coach Agreement, the Policies, the Procedures, the OPTAVIA Integrated Compensation Plan and the OPTAVIA Business Entity Addendum (the Business Entity Addendum is only applicable to OPTAVIA Coaches who enroll as a Business Entity). An Independent OPTAVIA Coach shall be referred to herein as an “OPTAVIA Coach” or “Coach.” It is the responsibility of each Coach to read, understand, adhere to, and ensure that he/she is aware of and operating under the most current version of these Policies.

1.2 AMENDMENTS. The Company reserves the right to amend the Agreement at its sole discretion. Amendments shall be effective thirty (30) days after notice and publication of the amended provisions in Coaches’ Back-Offices or OPTAVIA’s corporate sites, but amended Policies shall not apply retroactively to conduct that occurred prior to the effective date of the Amendment. The continuation of a Coach’s business or a Coach’s acceptance of bonuses or commissions constitutes acceptance of any and all Amendments.

1.3 POLICIES & PROVISIONS SEVERABLE. If any provision of the Agreement, in its current form, or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.

1.4 NOTICES. Any notice or other written communication required under this Agreement shall be delivered personally, by e-mail or mail. Unless otherwise provided in the Agreement, such notice shall be deemed given when delivered personally or, if transmitted by e-mail, one (1) day after the date of such e-mail or, if mailed, five (5) days after the date of mailing to the address of OPTAVIA’s principal place of business or to the Coach’s address. Notice to a Coach will be mailed to his or her address or e-mail address of record with the Company. OPTAVIA shall have the right, as an alternative method of notice, to use communications via the Coach’s Back-Offices or corporate websites or other normal channels of mass communications with its field of Coaches. This provision does not apply to notices of Amendments to the Policies, which are effective upon posting as described in Section 1.2. It is the sole responsibility of the Coach to maintain their correct address, e-mail address, phone number and other contact information on file with OPTAVIA.

1.5 FORCE MAJEURE. OPTAVIA shall not be responsible for delays or failure in performance caused by circumstances beyond the Company’s control, such as, but not limited to, strikes, labor difficulties, product shortages, energy or fuel shortages, fire, war, acts of terrorism, government decrees, natural disasters, inclement weather, or orders of curtailment of a party’s usual source of supply.

1.6 WAIVER. Neither Party ever gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of the OPTAVIA business. No failure of either Party to exercise any right or power under the Agreement or to insist upon strict compliance with any obligation or provision of the Agreement, and no custom or practice of the Parties at variance with the terms of the Agreement, will constitute a waiver of the Party’s right to demand exact compliance with the Agreement. Waiver can only be effectuated in writing by an authorized officer of the Company or by the Coach or their authorized agent. Either Party’s waiver of any particular breach will not affect or impair either Party’s rights with respect to any subsequent breach, nor will it affect in any way the rights or obligations of any other Coach. In addition, no delay or omission by OPTAVIA to exercise any right arising from a breach will affect or impair OPTAVIA’s rights as to that or any subsequent breach. The existence of any claim or cause of action of a Party against the other will not constitute a defense to the enforcement of any term(s) or provision(s) of the Agreement.
SECTION 2 - BECOMING AN INDEPENDENT OPTAVIA COACH

2.1 COACH ELIGIBILITY. There are a few requirements to become an independent OPTAVIA Coach. The individual must: (a) be at least 18 years of age; (b) have a valid Social Security Number or Federal Tax ID Number; and (c) have legal residence in the United States, a U.S. territory or U.S. military base. See the OPTAVIA Procedures for Details on Enrolling as an Independent OPTAVIA Coach.

2.2 HEALTH PROFESSIONAL OPTAVIA COACHES. The Health Professional division of OPTAVIA is a subset of Coaches that includes physicians, chiropractors, nurses, and other individuals who are medically licensed by a state agency. Health Professional OPTAVIA Coaches are subject to the same rules, regulations, and Policies as all independent OPTAVIA Coaches. However, Health Professional OPTAVIA Coaches should note that coaching with OPTAVIA does not involve the practice of medicine. Health Professional OPTAVIA Coaches provide two distinct services to their Clients. The first is medical care, which is not a part of the OPTAVIA program. The second is coaching. Health Professional OPTAVIA Coaches must differentiate between any medical service they provide to patients and coaching that they provide to Clients. It is strongly advised that Health Professional OPTAVIA Coaches inform patients who are prospective Clients that they are financially compensated as an OPTAVIA Coach. An OPTAVIA Coach is not a substitute for a physician or a qualified medical practitioner for monitoring patients using OPTAVIA products and/or programs and must not be portrayed as such.

2.3 COMPANY DISCRETION. The Company reserves the right to accept or reject any Coach enrollment at its sole and absolute discretion.

2.4 ONE INDIVIDUAL PER OPTAVIA COACH BUSINESS. Only one individual may apply for an OPTAVIA business and submit an Independent OPTAVIA Coach Agreement to the Company. If the individual wants to operate the OPTAVIA business with their spouse, please see the Policy on Married Couples (Policy 2.6). If more than one individual wants to participate in an OPTAVIA Coach business together, then those individuals must create a Business Entity, please see the Policy on Business Entities (Policy 3.23).

2.5 LIMITATIONS ON OPTAVIA COACH & HOUSEHOLD BUSINESSES. Coaches may own, operate, control, or have an interest in, only one OPTAVIA business, and there may be only one OPTAVIA business in a household. Coaches who had multiple businesses prior to the announcement of this Policy shall be permitted to retain only one of these businesses (unless previously authorized by the Company, in writing, to acquire same). A “household” is defined as spouses, common law couples, domestic partners, and dependent children of one or both spouses or domestic partners, living in the same home of the spouses or domestic partners. Exceptions to the one business per household and per Coach Policy are:

a. Marriage. If two Coaches marry and/or form a domestic partnership, each will be permitted to retain their original businesses;

b. Licensed Healthcare Industry and Health Professional OPTAVIA Coaches. Professional businesses in the healthcare industry that require a license issued by a governing state agency (e.g., surgical centers, medical group practices, and chiropractic offices) may own an independent OPTAVIA Coach business. Health Professionals who have an ownership interest in a healthcare business may own an independent OPTAVIA Coach business in addition to the OPTAVIA Coach business owned by the professional healthcare business in which they hold an ownership interest, however, both businesses must be in the same line of sponsorship;

c. Authorized Purchase of an OPTAVIA Business. If an existing OPTAVIA Coach is authorized by the Company to acquire another OPTAVIA Coach’s business, in compliance with the Business Transfer Policy, the acquiring Coach may own their original business and the business which he/she acquired; and

d. Inheritance. If an existing Coach is the beneficiary of an OPTAVIA business pursuant to a will or probate, and the transfer is effected on or after the death of the testator, the existing Coach may operate multiple OPTAVIA
businesses. An intervivos transfer (i.e., a transfer made while the transferor Coach is still living) of an OPTAVIA business to an existing Coach is not permissible unless the testator is adjudicated to be mentally or physically incapacitated such that he/she is incapable of operating or managing their OPTAVIA business.

2.6 MARRIED COUPLES. Married couples that wish to become OPTAVIA Coaches are required to operate as a single OPTAVIA business under a single Social Security Number or Federal Tax ID Number. If the spouse of an existing Coach wishes to become an OPTAVIA Coach, he/she must agree to the terms and conditions of the Independent OPTAVIA Coach Agreement and then can be added to the spouse’s existing OPTAVIA Coach business. Only a spouse can be added to an existing OPTAVIA Coach business. Spouses include those individuals bound by a marriage, civil union, domestic partnership or common-law marriage. Should one or more individual wish to operate a single OPTAVIA Coach business, then those individuals must create a Business Entity. Spouses will be treated as one business for recognition purposes with the exception that each spouse must take the certification training and pass the exam to be recognized as a “Certified OPTAVIA Coach.” If only one spouse takes the training and passes the exam, only that spouse will be recognized as a “Certified OPTAVIA Coach.” See the OPTAVIA Procedures for Details on Enrolling as a Married Couple.

2.7 TERM & RENEWAL OF THE OPTAVIA COACH AGREEMENT. The term of the Independent OPTAVIA Coach Agreement is one (1) year from the date of enrollment and must be renewed annually. Failure to renew an OPTAVIA business results in the account being converted to “Client” status and the loss of the Coach’s downline organization, which will “roll-up” to the Coach’s Sponsor (a Coach’s Sponsor is sometimes referred to as a “Business Coach”). Should the individual wish to be reinstated as an OPTAVIA Coach, he/she may do so, subject to certain time frames and conditions. See the OPTAVIA Procedures for Details on Renewal and Reinstatement of an OPTAVIA Coach business.

2.8 OPTAVIA COACH INFORMATION. Coaches must supply the Company with a valid mailing, e-mail address, and phone number for communication purposes (pursuant to the terms of the Agreement, the Coach consents to being contacted by the Company regarding their OPTAVIA Coach business). Each Coach is responsible for keeping their information (name, address, phone number, e-mail address, etc.) up to date and accurate and must immediately update the Company on any changes concerning this information. The Company may terminate an OPTAVIA Coach business if the Company determines false or inaccurate information was provided by the Coach. If a Coach fails to update their information (including any information on a Business Entity Addendum), holds may be placed on their account or other disciplinary action may be taken, up to and including termination. In addition, the Company will not be held responsible for communications and/or information not received by the Coach due to failure to update information on their account or on the Business Entity Addendum. See the OPTAVIA Procedures for Details on Updating OPTAVIA Coach Information.

2.9 INDEPENDENT CONTRACTOR RELATIONSHIP. OPTAVIA Coaches are independent contractors and not employees of OPTAVIA, and must never hold themselves out as employees of the Company. COACHES SHALL NOT BE TREATED AS EMPLOYEES OF OPTAVIA FOR FEDERAL OR STATE TAX PURPOSES OR FOR ANY OTHER REASON. OPTAVIA will not withhold taxes or withholdings of any nature from Coaches’ earnings. Coaches are not entitled to workers compensation or unemployment security benefits of any kind from OPTAVIA. Likewise, the Company does not provide insurance or any other benefits to Coaches.

SECTION 3 - OPERATING AN INDEPENDENT OPTAVIA COACH BUSINESS

3.1 GENERAL CONDUCT. Coaches shall not engage in any conduct that may damage the Company’s reputation. While it is impossible to specify all misconduct that would be contrary to this Policy, and the following list is not a limitation on the standards of conduct to which Coaches must adhere pursuant to this Policy, the following standards specifically apply to Coaches’ activities:

a. Coaches must conspicuously identify themselves as an “Independent OPTAVIA Coach” or an “independent Coach with OPTAVIA” in all advertising, telephone directory listings, promotional material, social media postings, and other forums in which they promote OPTAVIA’s products, programs, services and/or the OPTAVIA business opportunity. Merely identifying oneself as an “OPTAVIA Coach” is not sufficient under the terms of this Policy;
b. Certified Coaches may include the term “Certified OPTAVIA Coach” when identifying themselves, if they have passed the required certification exam;

c. Deceptive conduct is always prohibited. Coaches must ensure that their statements are truthful, fair, accurate, and not misleading;

d. If a Coach’s OPTAVIA business is cancelled for any reason, the Coach must discontinue using the OPTAVIA name, and all other names, trademarks, and other intellectual property belonging to OPTAVIA, and all derivatives of such intellectual property, in postings on all social media, and other material, promotional or otherwise;

e. Coaches must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in the course of their business or their personal lives that, in the Company’s sole discretion, could damage the Company’s reputation or the culture that exists within the independent field sales force.

3.2 FIELD TRAINING MATERIALS. While OPTAVIA provides certain training materials and tools for its independent field sales force, Coaches may develop and/or use their own training tools and materials to support their personally sponsored Coaches or others in their downline organization (hereinafter, “Field Training Materials”) so long as such Field Training Materials do not violate any of the OPTAVIA Policies, Procedures, laws, regulations, or statutes and conform with Policies 3.2.a and 3.2.b below. Coaches may not sell any Field Training Materials or accept donations or gratuities in exchange for providing training and/or Field Training Materials. Coaches may not develop, produce or distribute tools or materials that are confusingly similar in nature to those produced, published and provided by OPTAVIA, and may not imply or suggest that such Field Training Materials originate from OPTAVIA or are endorsed by OPTAVIA. Field Training Materials should only be used by Coaches to train their personally sponsored Coaches or others in their downline organization. Coaches are prohibited from creating their own website, social media page or other web-based platform to distribute Field Training Materials to other Coaches.

a. Field Training Materials Disclaimer.

i. The following disclaimer must conspicuously appear on all Field Training Materials: “THIS FIELD TRAINING MATERIAL HAS BEEN PRODUCED BY <INSERT NAME OF COACH>, AN INDEPENDENT OPTAVIA COACH, AND IS NOT OFFICIAL MATERIAL PREPARED OR PROVIDED BY OPTAVIA;

ii. In addition, if the Field Training Materials discuss or mention the OPTAVIA Integrated Compensation Plan or income opportunity, the Field Training Materials must also include the following disclaimer: THERE ARE NO GUARANTEES REGARDING INCOME WITH OPTAVIA. SUCCESS WITH OPTAVIA RESULTS ONLY FROM SUCCESSFUL SALES EFFORTS, WHICH REQUIRES HARD WORK, DILIGENCE, SKILL, PERSISTANCE, COMPETENCE AND LEADERSHIP. YOUR SUCCESS WILL DEPEND UPON HOW WELL YOU EXERCISE THESE QUALITIES. FOR MORE INFORMATION REGARDING EARNINGS OF OPTAVIA COACHES, PLEASE SEE THE OPTAVIA INCOME DISCLOSURE STATEMENT.”

b. Additional Requirements for Field Training Materials. In addition to compliance with Section 3.2.a, should the Field Training Materials discuss or mention the OPTAVIA Integrated Compensation Plan or income opportunity, the Coach must include a copy of the OPTAVIA Income Disclosure Statement (“IDS”). Field Training Materials created to train a Coach’s downline are not required to be reviewed by the Company, so long as the Training Materials are in compliance with these Policies. However, should the Coach have any doubt concerning whether or not the Field Training Materials are in compliance with all relevant OPTAVIA Policies, the Coach should submit same to the OPTAVIA Compliance Department for review. See the OPTAVIA Procedures for Details on Submitting Field Training Materials to the Compliance Department.
c. Rights of Company Regarding Field Training Materials. OPTAVIA reserves the right to rescind any previous authorization that was given in connection with Field Training Materials. Upon notice of such rescission, each independent OPTAVIA Coach agrees to immediately cease using such Field Training Materials. COACHES WAIVE ANY CLAIM FOR DAMAGES OR REMUNERATION FOR ANY LOSSES THAT THEY MAY INCUR RESULTING FROM OR RELATING TO THE COMPANY'S DECISION TO RESCIND ITS PRIOR APPROVAL.

3.3 PRODUCT LIABILITY CLAIMS & INDEMNIFICATION.

a. Product Liability Insurance. The Company carries product liability insurance for those products that are faulty, defective or otherwise subject to recall. This coverage does not include the actions of Coaches in promoting the products, programs, or business opportunity.

b. Indemnification for Product Liability Claims. In the event of a product liability claim brought against a Coach by a third party for a defective product or for injury from use of a product, the Company will indemnify and defend the Coach from such claims, subject to the limitations specified in subsection 3.3.c below.

c. Requirements for Indemnification. In order to be indemnified for product liability claims, the Coach must notify the Company of the claim in writing within ten (10) days of receipt of notice of the claim. The Company has no obligation to indemnify the Coach if he/she has: (a) violated the Agreement; (b) made claims or given instructions about the products which are not included in the Company's current approved literature, warnings, or product labels; or (c) settled or attempted to settle a claim without the Company's written approval. In addition, indemnification is conditioned upon the Coach allowing the Company to assume the sole defense of the claim.

d. Indemnification by Coach. The Coach agrees to indemnify the Company from any claim made by a third party that arises directly or indirectly because he/she has: (a) violated the Agreement; or (b) made claims or given instructions about the products which are not included in the Company's current approved literature, warnings, or product labels.

3.4 INSURANCE.

a. Business Pursuits Coverage. While the Company carries Product Liability Insurance in the event of claims for faulty or defective products, the Company suggests that Coaches secure additional liability insurance to cover any business exposure for which they may be liable in the independent marketing or advertising of any products, programs or the OPTAVIA business opportunity.

b. Travel Liability. Coaches understand and accept any and all travel-related risks in regard to their business. Coaches are encouraged to secure travel insurance as related to their business.

c. Other Insurance. The Company does not provide health insurance, disability insurance, event insurance, professional liability insurance, malpractice insurance, business property coverage, or any other type of insurance to Coaches.

3.5 COMPENSATION. The Company compensates Coaches through its compensation plan (hereinafter, "Integrated Compensation Plan"). Coaches are compensated for the training, coaching, and business leadership services they provide to Clients, personally sponsored Coaches, and other Coaches in their organization. Compensation is determined proportionally based on sales of products to end-user consumers within the Coach's organization. Sponsoring new Coaches leverages and expands a Coach's business and provides additional persons marketing the Company's products, programs and services to Clients. No compensation is paid based upon the sponsoring of Coaches.

3.6 TAXES.

a. Payment of Taxes. All Coaches are personally responsible for all taxes due on any income they earn. The Company will provide a record of all moneys paid to each Coach and will issue and file such reports as may be required by law. Every year the Company will provide an IRS Form 1099 MISC (Non-Employee Compensation) earnings statement to each U.S.
b. Sales Tax. The Company will charge appropriate local sales tax on all orders subject to sales tax and submit it to the necessary government bodies.

3.7 NON-SOLICITATION (OTHER NON-COMPETING DIRECT SELLING PROGRAMS OR BUSINESSES). OPTAVIA Coaches may not participate in any Direct Selling program that sells goods or services that compete with the goods or services marketed by OPTAVIA. However, OPTAVIA Coaches are free to participate in other Direct Selling programs that do not sell competing goods or services, but can only promote these non-competing programs, goods or services to their personally sponsored downline. In addition, for twelve (12) calendar months after the termination of this Agreement, Coaches may not directly or indirectly sponsor Clients or other OPTAVIA Coaches with the exception of their personally sponsored downline. The term “sponsor” means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another OPTAVIA Coach or Client to enroll or participate in another Direct Selling program. Any violation of this Policy may subject the Coach to disciplinary action, up to and including termination.

a. Definition of Direct Selling. A “Direct Selling” program is any business that meets each of the following criteria:

i. The business sells memberships, goods or services through independent contractors;

ii. The independent contractors are authorized to recruit, sponsor or enroll other independent contractor salespersons into the business or to submit persons or entities to the business for consideration as independent contractor salespersons;

iii. Independent contractor salespersons are compensated in whole or in part on sales of goods or services of those independent contractor salespersons that they, or other independent contractor salespersons, are personally sponsoring and mentoring.

b. Definition of Competing Goods or Services. Any good(s) or service(s) sold or marketed by a Direct Selling program that is in the same generic category as any product or service offered by OPTAVIA is a “competing good” or a “competing service,” regardless of differences in cost, quality, ingredients, functionality, service, or other distinguishing factors. By way of example, and not limitation, any products related to health and wellness, are considered a competing good or service.

c. OPTAVIA Coach Responsibility. If a Coach is engaged in another non-OPTAVIA business or non-competing Direct Selling program, it is the responsibility of the Coach to ensure that his or her OPTAVIA business is operated entirely separate and apart from all other businesses and/or Direct Selling programs. To this end, the Coach must not:

i. Display OPTAVIA promotional material, sales aids, or products with or in the same location as, any non-OPTAVIA promotional material or sales aids, products or services (Pinterest and similar social media sites are exempt from this Policy);

ii. Offer the OPTAVIA opportunity, products, programs or services to prospective or existing customers or Coaches in conjunction with any non-OPTAVIA program, opportunity or products;

iii. Offer, discuss, or display any non-OPTAVIA opportunity, products, services or opportunity at any OPTAVIA-related meeting, seminar, convention, webinar, teleconference, or other function.

1. Coaches who are involved in a complimentary business (such as personal training, gym or yoga studio owners, etc.) may offer the OPTAVIA opportunity, products, programs or services to prospective or existing Customers, so long as the Coach does not condition the sale or use of their non-OPTAVIA business services on the purchase of OPTAVIA products, including, but not limited to, offering discounted services to prospective or existing Customers who purchase OPTAVIA products or vice versa. However, Coaches who are involved in a complimentary business must comply with all other OPTAVIA Policies, including the Policy forbidding Coaches from carrying inventory for resale (Policy 3.10) and the prohibition against selling products in a Retail Outlet (Policy 5.9).
d. Injunctive Relief. OPTAVIA and the Coach agree that any violation of this Policy shall cause OPTAVIA irreparable harm for which there is no adequate remedy at law, and if emergency equitable relief is not granted to OPTAVIA, the injury to OPTAVIA shall outweigh the potential injury to the Coach. Therefore, OPTAVIA shall be entitled to emergency and permanent injunctive relief to prevent further violations of this Policy.

3.8 CONFIDENTIAL INFORMATION. Confidential Information constitutes proprietary business trade secrets belonging exclusively to OPTAVIA and is provided to Coaches in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than a Coach’s use in building and managing their independent OPTAVIA business.

a. Definition of Confidential Information. Confidential Information includes, but is not limited to, the identities, contact information, and/or sales information relating to OPTAVIA’s Coaches and/or Clients:

i. That is contained in or derived from any Coaches’ respective Back-Office;

ii. That is derived from any reports issued by OPTAVIA to Coaches to assist them in operating and managing their OPTAVIA business; and/or

iii. To which a Coach would not have access or would not have acquired but for their affiliation with OPTAVIA.

b. Injunctive Relief. OPTAVIA and the Coach agree that any violation of this Policy shall cause OPTAVIA irreparable harm for which there is no adequate remedy at law and if emergency equitable relief is not granted to OPTAVIA, the injury to OPTAVIA shall outweigh the potential injury to the Coach. Therefore, OPTAVIA shall be entitled to emergency and permanent injunctive relief to prevent further violations of this Policy.

3.9 HANDLING PERSONAL INFORMATION. Personal information is information that identifies, or permits one to contact an individual. It includes a Client’s, potential Clients, Coach’s and prospective Coach’s name, mailing address, e-mail address, phone number, credit card information, Social Security Number or Tax Identification Number and other information associated with these details. While a Coach may occasionally see or hear some or all of a Client’s credit card information when assisting in placing an order for a Client or prospective Coach, Coaches are prohibited from obtaining a Client’s (or prospective Coach’s) credit card information or keeping a record thereof. Coaches who receive personal information from or about prospective Coaches or Clients have the responsibility to maintain its security. Coaches should shred or irreversibly delete the personal information of others once it is no longer needed. In addition, information regarding a Client’s or OPTAVIA Coach’s experience with Company products and/or programs cannot be revealed without their written permission; this includes use of personal testimonials.

3.10 PRODUCT INVENTORY. Coaches may not carry an inventory of OPTAVIA products for resale (including but not limited to resale to other Coaches). All products are direct-shipped from the Company to the buyer. Therefore, Coaches should not purchase more products in a month than they and/or their family can reasonably expect to consume during the month.

3.11 BONUS OR RANK BUYING. Bonus and/or rank buying (collectively, “bonus buying”) is strictly prohibited. Bonus buying is the purchase of products for any reason other than bona fide use by end-user consumers or limited sampling at trade shows and includes any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases by end-user consumers for actual use.

3.12 WELLNESS CREDITS. The Company provides a means whereby Coaches can provide rewards, gifts, or incentives to another Coach or Client; this mechanism is deemed “Wellness Credits.” Purchases of Wellness Credits are non-commissionable. Any purchases of Wellness Credits that the Company deems were made by a Coach in order to manipulate rank or the OPTAVIA Integrated Compensation Plan are strictly forbidden. Wellness Credits act as a method of payment on a Coach’s or Client’s next order. Coaches are not required to purchase Wellness Credits to participate in the OPTAVIA business opportunity and Coaches are encouraged to limit the purchase of Wellness Credits to a reasonable amount so that their business expenses do not outweigh their potential income with OPTAVIA. Should the Company
determine, in its sole discretion, that a Coach is purchasing an unreasonable amount of Wellness Credits or is using Wellness Credits in violation of these Policies, the Company may take action to prohibit or limit a Coach’s purchase of same. An unreasonable amount is not easily defined, as it would vary depending on the Coach’s rank and corresponding commissions, therefore, if necessary, the Company will determine whether the purchase of Wellness Credits is unreasonable on a case-by-case basis. In addition, Wellness Credits may only be applied on up to 50%, or half of a Client’s or Coach’s order of products (e.g., if a Coach gifts $50.00 in Wellness Credits to a Client, that Client would only be able to apply the Wellness Credits to an order in the amount of $100.00 or more). Wellness Credits are a gift, and can only be redeemed by the recipient Client/Coach through placing an order. Once given, Wellness Credits belong to the Client or Coach who receives them, unless and until those Wellness Credits expire, in which case they will revert back to the Coach who gifted the Wellness Credit(s). The following are acceptable uses of Wellness Credits:

a. Thank-you gift from a Coach to a Client for a referral or lead;
b. Thank-you gift from a Coach to a Client for hosting an event (e.g., weigh-in, meeting, or tasting);
c. Congratulatory gift from a Coach to a Client for meeting a goal or milestone;
d. Gift for a Client who cannot afford the full cost of the program;
e. Holiday/birthday gift for a Client or Coach;
f. Encouragement gift to a Client or Coach to start or stay on plan;
g. Reparation from a Coach to a Client for an order mishap (e.g., shipment delay);
h. Reward for team incentive contests/challenges from Business Coach/Business Leader to team members.

See the OPTAVIA Procedures for Details on Purchasing Wellness Credits.

3.13 PAYMENT & CREDIT CARD USAGE. If a credit/debit card or other payment instrument is used to pay for products, it must be the credit/debit card or other payment instrument of the individual who is ordering the product for their personal and/or family use. Coaches may not use another Coach’s or Client’s credit/debit card, or other payment instrument to place an order, nor may a Coach use their own credit/debit card or other payment instrument to place an order on behalf of another Coach or Client. The Company does not accept cash. Coaches facilitate Client orders either through their replicated OPTAVIA websites, or through assisting the Client with placing telephone orders. Coaches should not place the orders for the Clients themselves. All other forms of sales or orders are prohibited.

3.14 ACTIONS OF AFFILIATED PARTIES & HOUSEHOLD MEMBERS. The term “Affiliated Party” shall mean any individual, partnership, trust, Limited Liability Company, or other entity that has an equitable or ownership interest in, or management responsibility for a Business Entity. The term “Business Entity” shall mean any corporation, partnership, Limited Liability Company, trust or other entity that owns or operates an independent OPTAVIA business. A Business Entity and each Affiliated Party must comply with the Agreement. If a Business Entity and/or any Affiliated Party violate the Agreement, OPTAVIA may take disciplinary action against the Business Entity and/or against any or all of the Affiliated Parties. In addition, if a household family member of a Coach engages in conduct that would be a violation of the Agreement, the conduct of the household family member may be imputed to the Coach (i.e., the Coach may be held responsible for the conduct of the household family member).

3.15 NEGATIVE COMMENTS. Complaints and concerns about OPTAVIA should be directed to the Coach Success Team. Coaches must not disparage, demean, or make negative remarks to third parties or other Coaches or Clients about OPTAVIA, its owners, officers, directors, management or employees, other Coaches or Clients or the Integrated Compensation Plan. Violation of this Policy may subject the Coach to potential disciplinary action, up to and including termination.

3.16 REPORTING POLICY VIOLATIONS. One of our Company’s most valuable assets is its integrity, therefore, the Company takes protecting this asset very seriously. To that end, we have established a Procedure whereby Coaches who observe Policy violations in the field should report the situation to the Company. The Company will review, research and handle these matters as the Company deems appropriate. See the OPTAVIA Procedures for Details on how to Report Policy Violations.
3.17 ADJUSTMENTS TO BONUSES & COMMISSIONS. If a product is returned to OPTAVIA for a refund or is repurchased by the Company, or a credit card chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company from the Coach.

3.18 RETURN OF PRODUCTS, BUSINESS KITS & BUSINESS SUPPORT MATERIALS UPON CANCELLATION OR TERMINATION. Upon voluntary cancellation or termination of an OPTAVIA Coaches’ Agreement, the Coach may return their Business Kit and any Company-produced Business Support Materials that he or she personally purchased from OPTAVIA within twelve (12) months from the Coach’s date of purchase (the one year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in currently marketable condition. Any Business Support Materials that are produced by a third party, i.e. non-Company produced, shall not be subject to this return Policy (please note, all products sold at www.optaviagear.com are produced by a third party). In addition, residents of Georgia, Idaho, Louisiana, Maryland, Montana, Massachusetts, Oklahoma, Texas, Wyoming, and Puerto Rico may return any products that they purchased from the Company within one (1) year prior to the date of their cancellation so long as the products are in currently marketable condition. Upon the Company’s receipt of returned goods and/or Business Support Materials and confirmation that they are in currently marketable condition, the Coach will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in “currently marketable condition” if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, is not in currently marketable condition. The merchandise must be returned within thirty (30) days from the date of the Coach’s cancellation/termination. See the OPTAVIA Procedures for Return Details Upon Cancellation or Termination of an OPTAVIA Coach Business.

3.19 ORDER RETURNS & REFUNDS. Federal and state law requires that Coaches notify their customers that they have three (3) business days (five (5) business days for Alaska residents, fifteen (15) days for residents of North Dakota over the age of 65; Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Coaches shall verbally inform their Clients of this right. Different satisfaction guarantee policies apply to different products and are specified on the packing slip of each order along with return instructions. OPTAVIA’s return and refund policies vary between products and are published on OPTAVIA’s corporate website. See the OPTAVIA Procedures for Details on Order Returns and Refunds.

3.20 DISCIPLINARY SANCTIONS. Violation of the Agreement, any material misrepresentation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Coach that the Company reasonably believes may damage its reputation or goodwill, or which results in or is designed to manipulate the Integrated Compensation Plan or any incentive offered by the Company, may result in the suspension or termination of the Coach’s OPTAVIA business, and/or any other measure that OPTAVIA deems appropriate to address the misconduct, including, but not limited to the following:

a. Issuance of a written warning;

b. Requirement of the Coach to take immediate corrective action;

c. Clawing back commissions;

d. Restriction of Back-Office access;

e. Loss of rights to one or more bonus and commission checks;

f. Withholding of all or part of any bonuses and commissions during the investigation period (if a Coach’s Agreement is cancelled for disciplinary reasons, the Coach will not be entitled to recover any commissions or bonuses withheld during the investigation period);

g. Suspension of the Coach’s business with loss of earnings;

h. Reassignment of Clients or Coaches to another Coach;

i. Termination of the Coach’s business;

j. Equitable resolution by any other measure the Company deems appropriate to resolve the injuries caused by the Coach’s violation or contractual breach.
In situations deemed appropriate by OPTAVIA, the Company may institute legal proceedings for monetary and/or equitable relief. Upon imposition of a disciplinary sanction(s), the Company shall immediately notify the Coach by certified mail (with a copy sent via e-mail). The Company will also notify the Coach’s Sponsor and first qualified Global Director. Individuals or Business Entities terminated for disciplinary reasons may not re-enroll as a Coach. See the OPTAVIA Procedures for Details on Appealing Disciplinary Sanctions.

3.21 CANCELLATION OF AN OPTAVIA COACH BUSINESS. “Cancellation” of a Coach’s OPTAVIA business means the discontinuation of a Coach’s OPTAVIA business for any reason, whether the cancellation is voluntary, involuntary (termination or otherwise), or via non-renewal. A Coach whose OPTAVIA business is cancelled for any reason will lose all Coach rights, benefits, monetary compensation and privileges, including loss of their downline organization which will roll-up to the Coach’s Sponsor. See the OPTAVIA Procedures for Details on Cancellation of an OPTAVIA Coach Business.

3.22 BUSINESS ROLL-UP. If a Coach’s OPTAVIA business is cancelled for any reason (including termination), the Coach’s downline organization, including personally sponsored Coaches and Clients, will “roll-up” to the Coach’s Sponsor/Business Coach.

3.23 BUSINESS ENTITIES.

a. Enrolling as a Business Entity. A Business Entity (e.g. Limited Liability Company, corporation, partnership, etc.) may wish to enroll as an OPTAVIA Coach. A Business Entity may apply to become an OPTAVIA Coach by completing, signing, and returning a Business Entity Addendum, signed by all the Participants in the Business Entity and purchasing a Business Kit, as well as complying with any other applicable legal requirements. All members of the Business Entity are required to comply with the terms of the Agreement. See the OPTAVIA Procedures for Details on Enrolling as a Business Entity.

b. Changing to a Business Entity. A Coach who enrolled as an individual may wish to transfer their account to a Business Entity for the purpose of operating their business. If the Coach wishes to change their form of business from a sole proprietorship to a Business Entity, he/she may do so at any time. The individual must complete, sign and return a Business Entity Addendum to the Company, as well as comply with any other applicable legal requirements.

c. Business Entity Commissions. All commissions and/or bonuses earned by the Business Entity will be issued in the name of the Business Entity. The Company will not have any liability to the Coach if the Business Entity or any Participant in the Business Entity fails to allocate and pay any portion of any bonuses or commissions received by the Business Entity among the multiple Participants in the Entity, or for any incorrect allocation and/or payment.

d. Primary Participant. One member of the Business Entity will be designated as the Primary Participant and the Company may rely and act on any information provided by the Primary Participant.

e. Dissolution of a Business Entity. In cases in which owners of a Business Entity elect to dissolve the Entity, and one of the owners advises the Company in writing that they are dissolving the Entity, the Coach who is listed as the Primary on the account shall be responsible for fulfilling the obligations of the Business Entity until the Entity is fully dissolved and a formal dissolution agreement between the parties is reached that determines the disposition of the Entity. While the dissolution is proceeding, no owner may make changes to the business (e.g., change the payee, change the name of the business, etc.) until a formal dissolution agreement concerning the Business Entity is finalized. Upon completion of the dissolution and/or the completion of OPTAVIA’s Business Transfer Procedures, the Entity shall be transferred to the individual who receives the Entity pursuant to the dissolution agreement (or court order if the dissolution is contested). Please note that OPTAVIA is unable to split a Business Entity in two, or to divide a commission between multiple parties. Therefore, if the owners or former owners enter into an agreement, or are ordered by a court, whereupon it is incumbent on OPTAVIA to split the commission or divide the Business Entity, the business shall be cancelled.
3.24 BUSINESS TRANSFER (SALE OF AN OPTAVIA COACH BUSINESS). Coaches who have been paid at the rank of National Director or higher for six (6) of the preceding twelve (12) months may sell or transfer their business subject to obtaining OPTAVIA’s prior written approval by the Company’s Policy Committee. It is within OPTAVIA’s sole discretion whether to allow a business transfer or sale, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation may be sold or transferred unless and until the disciplinary matter is resolved. A Coach wishing to sell or transfer their business (“Seller”) must first give notice of their intention to sell or transfer the business to the Company and the Company has the right of first refusal to purchase said business, at the same terms/conditions and sale price as that offered to other eligible purchasers. The Company shall have seven (7) business days within which to exercise its right of first refusal. If the Company exercises its right of first refusal, the purchased business will “compress” or “roll-up.” If the Company declines to purchase the business within such time, the Seller may then offer to sell or transfer the business to other parties eligible to purchase. If the business is sold or transferred to an existing Coach, the buying Coach (“Purchaser”) must be at the rank of National Director or higher, for six (6) of the preceding twelve (12) months. The purchased Coach business will be operated as a second business and remain in its current position in the line of sponsorship, if the purchaser is already a Coach with OPTAVIA. Mergers of OPTAVIA Coach businesses are not permitted. Coaches are prohibited from using a business transfer/sale to manipulate the Integrated Compensation Plan or any other incentive offered by the Company. See the OPTAVIA Procedures for Details on Business Transfers/Sales.

3.25 BUSINESS TRANSFER UPON DEATH. A Coach may devise their business to their heirs via a will or other testamentary instrument. A Coach shall not use, or attempt to use a testamentary transfer as a means to circumvent the Business Transfer Policy (Policy 3.24). If the Company believes that a testamentary transfer is being used as a device to circumvent the Business Transfer Policy, the transfer shall be handled pursuant to the Business Transfer Policy and the corresponding Procedures. Unless a testamentary instrument says otherwise, upon the death of a Coach, the rights and responsibilities of the Coach business remain with the spouse, if said spouse is a partner in the business. If a spouse does not exist, the rights and responsibilities are passed on to the rightful heir(s), trustee(s), guardian(s) or conservator(s). The heir(s), trustee(s), guardian(s) or conservator(s) shall be required to contact the Company in writing and shall be bound by the terms and conditions of the Agreement. See the OPTAVIA Procedures for Details on Business Transfers upon Death.

3.26 BUSINESS DISTRIBUTION UPON DIVORCE. In cases in which a couple that jointly operates an OPTAVIA Coach business divorce, and one of the spouses advises the Company in writing that they have filed for divorce, the Coach who is listed as the “Primary” on the account shall be responsible for fulfilling the obligations of the business until a divorce decree is entered and a court order rules on the disposition of the business (or the parties reach an agreement concerning the disposition of the business, as documented in writing, signed by both parties). Neither party may make changes to the business (e.g., change the payee, change bank account information, change the name of the business, etc.) until a final divorce decree is entered (or the parties reach an agreement concerning the disposition of the business, as documented in writing, signed by both parties). Upon entry of the divorce decree or reaching an agreement in writing (and same being provided to the Company), the business shall be transferred to the individual ordered by the court or as agreed to in writing by the parties. Please note that OPTAVIA is unable to split a business in two, or to divide a commission between two parties. Therefore, if the spouses or former spouses enter into an agreement, or are ordered by a court to split the commission or divide the business, the business shall be cancelled. The spouse not assuming the OPTAVIA Coach business may enroll as a new Coach immediately under the Sponsor of his or her choice. See the OPTAVIA Procedures for Details on Business Transfers upon Divorce.

3.27 INTERNATIONAL ACTIVITIES. The Company currently confines the promotion and distribution of its products, programs and the presentation of the business opportunity to prospective Clients and Coaches located in the United States, U.S. territories and verified APO and FPO military addresses for U.S. service members and their families. Coaches are authorized to promote Company products and programs, conduct events or trainings, and enroll Clients or Coaches only in the United States, U.S. territories and to U.S. service members and their families at verified APO and FPO military addresses. Company products cannot be shipped into or sold in any other country or to anyone outside U.S. military bases. Coaches may not conduct advertising, sponsoring, or business activities of any nature in any foreign country that the Company has not announced is officially opened for its direct selling business.
SECTION 4 - SPONSORING

4.1 BUSINESS OPPORTUNITY. OPTAVIA Coaches have the opportunity to grow their businesses beyond acquiring and supporting Clients by building an organization of Coaches. To do so, OPTAVIA Coaches can sponsor other individuals as Coaches and, if desired, help them do the same.

4.2 BECOMING A SPONSOR. Sponsorship opportunities are available to all Coaches; however, Coaches may only sponsor individuals or Business Entities who are residents of the United States, U.S. Territories or U.S. service members and their families at verified APO and FPO military addresses. Sponsoring is only permitted where the Company has officially announced it is open for business. No international sponsoring is permitted at this time. See the OPTAVIA Procedures for Details on Sponsoring.

4.3 SPONSOR BUSINESS RESPONSIBILITIES. Sponsoring Coaches must use their best efforts to provide, on an ongoing basis, bona fide mentoring and training of sponsored Coaches and the Coaches within their organization. Coaches must maintain ongoing contact, communication, and mentoring within their organization. Examples of such mentoring and training may include, but are not limited to:

a. Providing ongoing contact, communication, encouragement, and support of personally sponsored Coaches and those within their organization;
b. Product, program, and coaching training;
c. Encouragement and support;
d. Written correspondence;
e. Personal and/or virtual meetings;
f. Telephone contact, voicemail, and/or e-mail;
g. Accompanying individuals to the Company and/or field training sessions and meetings;
h. Assisting Coaches to set goals and create business strategies, etc.

4.4 COMPANY-APPOINTED SPONSORS. Anyone interested in becoming an OPTAVIA Coach, but who does not have a specific Sponsor will have one appointed by the Company. These individuals will be distributed as “Business Leads” to qualified Sponsors in accordance with the Company’s internal policies concerning Business Leads.

4.5 BUSINESS LEADS. When the Company receives inquiries from individuals concerning the Company’s products, programs, services and/or the business opportunity, the Company refers these individuals to OPTAVIA Coaches meeting certain qualifications as determined by the Company at its sole discretion.

4.6 COACH SPONSOR CHANGES.

a. Requests to Change Sponsors or Lines of Sponsorship. OPTAVIA Coaches may change Sponsors only in the most rare and compelling of circumstances and, in all cases, the Coach seeking to change their Sponsor must receive the Company’s written approval before doing so. When in its sole discretion the Company grants a change of sponsorship, it is a one-time-only action on behalf of the Coach changing Sponsors. All requests to change Sponsors must come directly from the Coach seeking to be moved. Except in the case of a verified systems or administrative error, if a Coach wishes to change his or her Sponsor, without cancelling their business, the Coach must complete and submit a Sponsor Transfer Request Form setting forth in detail all of the reasons why he/she requires a Sponsor change (in addition to complying with the steps outlined below) along with the payment of a $199.00 non-refundable administrative fee for processing said Request. See the OPTAVIA Procedures for Details on Sponsor Transfer Requests.

b. Company Review of Requests to Change Sponsors or Lines of Sponsorship. The Company will review and evaluate each Request received and determine, in its sole discretion, whether a Sponsor Transfer Request is appropriate. The $199.00 fee for the Company to consider a request is non-refundable regardless of whether or not the Sponsor
Transfer Request is approved; payment of the fee and submission of the Sponsor Transfer Request Form does not guarantee the Company will grant the Request. Payment must be received before the Company will review the Sponsor Transfer Request.

c. Downline Organization. If a Sponsor Transfer Request is approved, the downline organization of the transferring Coach will remain in its original line of sponsorship. Only the requesting Coach will be moved to a new Sponsor if the Request is granted, the downline organization of the requesting Coach will "roll-up" to the Coach’s original Sponsor.

d. Sponsor Changes within 30 Days of Enrollment. A Sponsor Transfer Request received within thirty (30) days of the Coach’s enrollment will be granted if the Coach has been assigned to a sponsor in error. Assignment errors will be validated and corrected administratively following receipt of a written request from the Coach seeking to move. In order for the assignment to be considered an error, the Coach must have been assigned to the wrong Sponsor through a systems error that can be verified through Company files or with verification of the error from the Coach’s current Sponsor. All other changes require review by the Company’s Policy Committee. In no way should this Policy be interpreted by a newly sponsored Coach as an opportunity to shop around within their first thirty (30) days for a different Sponsor, especially if their original Sponsor is reasonably fulfilling the role of Sponsor.

e. Sponsor Changes More than 30 Days After Enrollment. Sponsor Transfer Requests received more than thirty (30) days after enrollment will be granted by the Company only if:

   i. A clear, documented, and compelling reason for the Transfer Request is provided in the Sponsor Transfer Request Form and the Form is signed by all owners of the OPTAVIA Coach business wishing to be transferred;
   ii. There is agreement in writing from the current Sponsor to the change;
   iii. There is agreement in writing from the requested Sponsor that they will accept the transferee and assume the appropriate responsibilities;
   iv. A fee of $199.00 is paid to the Company by the Coach submitting the Request, prior to the review; and
   v. There is a final written approval granted by the Company’s Policy Committee.

f. Cancellation through Inactivity. A Coach may also voluntarily cancel their OPTAVIA business and remain inactive for six (6) full consecutive calendar months. Following the six (6) calendar month period of inactivity, the former Coach may re-enroll under a new Sponsor of their choice, however:

   i. The Coach will lose all rights to their former downline organization upon their cancellation and all rights to revenue produced through sales from their former organization;
   ii. The Coach may not promote Company products, programs, earn compensation, or attend events or trainings during the six-month inactivity period; and
   iii. Once re-enrolled, the Coach is not permitted to solicit former Clients or induce Coaches or Clients from its former organization to change lines of sponsorship.

   a. Coaches who fail to comply with the foregoing for the full six (6) calendar months may be required to sit out an additional six (6) months or may be prohibited from re-enrolling as a Coach with the Company.

g. Waiver of Claims. If a Coach improperly changes their Sponsor, OPTAVIA reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Coach in their second line of sponsorship. COACHES WAIVE ANY AND ALL CLAIMS AGAINST OPTAVIA, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM OPTAVIA’s DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A COACH WHO HAS IMPROPERLY CHANGED THEIR SPONSOR.

4.7 CLIENT TRANSFERS. Clients are free to choose the Coach they wish to do business with. If a Client wishes to change Coaches, he or she may do so. The Client seeking to change Coaches must request the change and execute the necessary form. Coaches may also assist Clients to change Coaches by providing access to the appropriate form or by submitting the
form on behalf of the Client. In addition, again, while a Client is free to choose the Coach they wish to do business with, a Coach may feel transferring a Client to a new Coach would best serve the Client (e.g. in the case of an inactive Client), if a Coach wishes to transfer the Client, the Coach may submit the change request on behalf of the Client. See the OPTAVIA Procedures for Details on Client Transfers.

4.8 BULK CLIENT TRANSFERS. OPTAVIA understands that, from time to time, a Coach may wish to transfer large numbers of front-line entities (inactive Clients, leads, etc.) to another down-line Coach for ongoing support and service. In order to better serve these front-line entities, OPTAVIA provides a process by which the Coach may transfer these front-line entities for an administrative fee proportional to the number of Clients to be transferred. However, please keep in mind that Clients always have the right to select their own Coach. In addition, Bulk Client Transfers may not be used to circumvent any of the Policies outlined herein or to otherwise manipulate the Integrated Compensation Plan or any incentive offered by the Company. Bulk Client Transfer Requests may be reviewed by the Company’s Compliance Department for approval and the Company reserves the right to decline any requests for Bulk Client Transfers at its sole and absolute discretion. See the OPTAVIA Procedures for Details on Bulk Client Transfers.

4.9 CROSS-LINE COACH SOLICITATION. Coaches shall not directly or indirectly solicit, encourage, or induce Coaches in another Coach’s downline to change lines of sponsorship. Violation of this Policy will subject the Coach to potential disciplinary action, up to and including termination.
SECTION 5 - ADVERTISING

5.1 BUSINESS SUPPORT TOOLS & MATERIALS.

   a. Definition. Business Support Tools and Materials (hereinafter, “Business Support Materials”) includes any and all electronic, printed, audio or video presentations, business building systems, materials and/or tools that a Coach uses to promote and/or advertise the offer or sale of OPTAVIA products, programs, services or the business opportunity. Some examples of Business Support Materials may include, but is not limited to: flyers, posters, videos, PowerPoint presentations, mobile applications, websites, business cards, books, etc.

   b. Use of Business Support Materials. Subject to the exception under Policy 5.2, Coaches are only permitted to use Business Support Materials that have been produced and/or distributed by the Company for the promotion of their business, OPTAVIA products, programs, services and the business opportunity (“Company-Produced Business Support Materials”). Coaches may not create, prepare or use their own Business Support Materials.

5.2 COACH-CREATED BUSINESS SUPPORT MATERIALS. While the Company endeavors to produce and distribute all the Business Support Materials a Coach may need to promote their business, the Company recognizes that there may be unique events or opportunities for which the Company does not have specific Business Support Materials prepared. Therefore, a Coach may wish to create certain Business Support Materials which contain the Company’s protected trademarks for an event, meeting or other opportunity to advertise their business. Coach-Created Business Support Materials must be limited to flyers, pamphlets, banners, and other printed materials. Coaches must submit all Business Support Materials they create to the Company for its prior review and written approval before use. The Company has the sole discretion of whether to approve said Materials. The Company reserves the right to rescind the approval of any Coach-Created Business Support Materials at its discretion, and COACHES WAIVE ANY CLAIM FOR DAMAGES OR REMUNERATION FOR ANY LOSSES THAT THEY MAY INCUR RESULTING FROM OR RELATING TO THE COMPANY’S DECISION TO RESCIND ITS PRIOR APPROVAL. See the OPTAVIA Procedures for Details on Approval of Coach-Created Business Support Materials.

5.3 INTERACTION WITH THE MEDIA. In order to protect the OPTAVIA brand and to ensure a consistent message, OPTAVIA has determined that it is in the best interest of all Coaches to have designated company spokespersons handle all communications with the media, except as otherwise allowed by these Policies. Accordingly, unless Coaches receive prior written consent from the Company, Coaches are not permitted to contact, solicit, respond to, interview with, or otherwise communicate with the media about OPTAVIA, its products, programs, services, the business opportunity, their experience with OPTAVIA, or anything else relating to OPTAVIA, even if OPTAVIA is not mentioned by name. It is a violation of this Policy to provide any information to the media without prior written approval from OPTAVIA, regardless of whether the information is positive or negative, accurate or inaccurate. “Media” is defined broadly to include, but is not limited to, all traditional news outlets, television and radio shows, print media, as well as all internet-based journalistic communications, which may include blogs, forums, and bulletin boards relating to journalistic news or similar outlets. If the media contacts a Coach, he or she must notify the Company and receive written authorization to speak to the media BEFORE discussing OPTAVIA products, programs, services, the business opportunity, etc. with the media. If appropriate, the Company shall appoint an authorized representative to serve as a spokesperson to the media. Coaches who receive written authorization from the Company to interact with the media shall also work with the Company to ensure that OPTAVIA’s products, programs and services are accurately presented to the media. See the OPTAVIA Procedures for Details on Interaction with the Media.

5.4 PROHIBITED ADVERTISING PRACTICES & TOOLS. In order to protect the image of the Company as well as our field of Coaches, certain advertising practices are strictly prohibited:

   a. Printed Materials. Except as allowed by these Policies, Coaches are prohibited from advertising their businesses or from using the Company name or any other Company trademark in printed advertising materials or in conjunction with other promotions, this includes:
i. National magazines, such as People or Rolling Stone;
ii. National/regional magazines, such as Baltimore Magazine or New York Magazine;
iii. National newspapers, such as USA Today or The New York Times;
iv. Direct selling publications;
v. Outdoor commercial advertising, such as transit ads, billboards, etc.;
vi. Catalogs or catalog listing services;
vii. Promotions with other companies; such as the offering of OPTAVIA Lean and Green meals at an area restaurant.

b. Radio and Television. Coaches are prohibited from advertising on national or regional radio. Coaches are permitted to advertise on local radio to promote local OPTAVIA Coach events, however, Coaches may not engage in any radio advertising until the Company has provided written approval concerning the advertisement and the proposed local radio station (via an Advertising Request Form), The Company may decline to provide permission to the Coach at its sole and absolute discretion. With the exception of Company-approved (in writing) PR opportunities, such as Coach interviews on local news programs, Coaches may not advertise OPTAVIA products, programs or services on television.

c. Online Advertising and the Internet. Coaches may not publish, create, or maintain any website, web page (including mobile application), other than their replicated OPTAVIA website, in connection with advertising or promoting their business.

d. Domain Names, URLs, Keywords, Meta Tags, and E-mail Addresses. Coaches may not use, purchase, or register any domain names, URLs, keywords, meta tags, or e-mail addresses that include, in whole or in part, the Company name or any of the Company’s trademarks, service marks, or product names, or any derivative thereof. To the extent that Coaches violate this Policy, they hereby acknowledge and agree that they will, upon Company request, immediately discontinue use and/or transfer to the Company (or its designee), at the Coaches’ expense, any such materials. Without limitation, a Coach may not:

i. Create, operate, or maintain any website or web page with the words OPTAVIA, Take Shape for Life, TSFL, Medifast, or any other Company trademark or acronym or derivative of a trademark, in whole or in part, in all or part of the URL (please see partial list of OPTAVIA trademarks attached as Appendix A to these Policies);

ii. Purchase a keyword from a search engine or other online service that comprises or includes the word OPTAVIA or any other Company trademark, irrespective of whether the results of searches for that term include the Company;

iii. Create an e-mail address that includes OPTAVIA or any other Company trademark.

b. Online Auctions, Markets and Outlets. Coaches may not sell, auction, or attempt to sell Company products, programs, business tools, coupons/promotional codes, or the unique support services offered by a Coach on any online marketplace/storefront or auction sites (e.g., Amazon, eBay, etc.). Coaches are prohibited from using these sites to sell products or solicit/generate leads. Selling Company products, programs, or services online will subject the Coach to potential disciplinary action, up to and including termination.

c. Unsolicited Communications. Coaches may not send, transmit, or otherwise communicate any spam or other unsolicited mail, e-mail, text, SMS, or other messages to any individual or group. Use of Company provided tools, such as the Back-Office, require that Coaches have a bona fide connection to their message recipients prior to sending correspondence of any kind. Coaches may not buy or use any third party generated e-mail or mailing address lists in conjunction with their OPTAVIA business.

d. Blogs and Vlogs. Coaches cannot create or maintain independent blogs or vlogs (video blogs) that contain the Company name or company trademarks or that describe Company products or programs without written Company approval. Vlogs specifically include, but are not limited to, YouTube and Vimeo. Blogs and vlogs created as part of a
replicated website are excluded from this Policy.

e. Product Packaging. Coaches may not re-label, repackage, or modify the Company’s products in any way in
conjunction with any advertising, presentation, or other endeavor. A Coach may, however, provide products for
sampling purposes.

i. Similar Promotions or Incentives. While Coaches are permitted to run compliant incentives or promotions within
their organization as a method to grow their respective businesses, Coaches are prohibited from running
incentives, contests and or promotions within their organizations that are confusingly similar in nature to those
that are promoted by OPTAVIA. Coaches should also ensure that any promotions or incentives that they may
choose to run are in compliance with any applicable local, state or federal regulations.

5.5 PERMISSIBLE ADVERTISING PRACTICES & TOOLS. While certain advertising practices are prohibited, Coaches may use a
wide variety of resources to attract Clients and to acquire new Coaches. Please remember that Coaches may only use
approved Business Support Materials when advertising their business.

a. Replicated OPTAVIA Website. Coaches can advertise their business through their replicated OPTAVIA website.

b. Social Media. Coaches may include a link on their social media sites (Facebook, Twitter, LinkedIn, YouTube, Pinterest,
Instagram, etc.) to their replicated OPTAVIA website, and vice-versa. Coaches are responsible for the content of all
material that they produce and all of their own postings on any social media site, as well as all postings on any social
media site that they own, operate, or control. In addition to meeting all other requirements specified in these Policies,
if a Coach uses any form of social media to advertise their business, including, but not limited to, Facebook, Twitter,
LinkedIn, YouTube, Pinterest, or Instagram, the Coach agrees to each of the following:

i. No product sales or enrollments may take place directly or indirectly through any social media site;

ii. Coaches may not make any social media postings, or link to or from any postings or other material that is sexually
explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing,
or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability,
or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any
individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party;

iii. Any social media site that is directly or indirectly operated or controlled by a Coach that is used to discuss or
promote OPTAVIA’s products, programs, services, or the business opportunity, may not link to any website, social
media site, or site of any other nature that promotes the products, services, or business program of any direct
selling company other than OPTAVIA;

iv. During the term of this Agreement and for twelve (12) calendar months thereafter, a Coach may not use any social
media site on which they discuss or promote, or have discussed or promoted, the OPTAVIA business or
OPTAVIA’s products, programs or services to directly or indirectly solicit OPTAVIA Coaches for another direct
selling or network marketing program (collectively, “direct selling”). A current or former OPTAVIA Coach shall not
take any action that may reasonably be foreseen to result in drawing an inquiry from other OPTAVIA Coaches
relating to the Coaches’ other direct selling business activities. Violation of this provision shall constitute a
violation of the non-solicitation provision of these Policies;

v. If a Coach creates a business profile page on any social media site that promotes or relates to OPTAVIA, its
products, programs, services or opportunity, the business profile page must relate exclusively to the Coaches’
OPTAVIA business and OPTAVIA products, programs and services (Pinterest and similar sites are exempt from
this exclusivity Policy). If the Coaches’ OPTAVIA business is cancelled for any reason or if the Coach becomes
inactive, the Coach must deactivate the business profile page;

vi. Some social media sites are so robust that they can serve as websites. As Coaches are not permitted to operate
independent websites to advertise OPTAVIA, its products, programs, services or opportunity, OPTAVIA reserves
the right to require that a Coach discontinue using a social media site that, in the Company’s discretion, serves as
a website.
c. Telephone Directories (Yellow and White Pages). Potential Clients seeking a Coach can look one up in the telephone directory. Coaches may list themselves in telephone books and other directories as their name, followed by “Independent OPTAVIA Coach” or “Independent Coach with OPTAVIA.” Certified Coaches may identify themselves as such in telephone directories. This rule also applies to local online directories or listings, including websites like www.patch.com and www.yellowpages.com. OPTAVIA Coach telephone directory listings must be approved by the Company.

d. Community Newspapers and Local Classified Publications. Publications such as PennySaver, local newspapers, and community bulletins are widely read by the people in the community. Coaches may advertise in these publications, so long as the advertisement is approved by the Company.

e. Online Classifieds. Many local newspapers and weekly publications are also available online. Coaches may wish to advertise their business through local online classified advertisements (including on Craigslist) to promote the Coach’s OPTAVIA business and to locate potential new Coaches. However, Coaches are not permitted to use online classifieds for product sales; postings related to sales of products are strictly prohibited. Online classified advertisements must be approved by the Company.

f. Supermarket Bulletin Boards. Most local grocery stores have a bulletin board where local residents fill out cards advertising goods and services; Coaches may place approved business cards on such bulletin boards.

g. Welcome to the Neighborhood. When people move into a new neighborhood, they are on the lookout for new ways to buy familiar goods and services. Many communities offer gift baskets featuring special deals for new residents. Coaches may place approved Business Support Materials or approved business cards in the welcome package.

h. Customized E-mail Signature. Turn an e-mail signature into a mini-ad. It’s a free, easy way to promote your OPTAVIA business. Keep it brief, but include what you think is important. In order to remain consistent with brand guidelines, be sure to hold yourself out as an “Independent OPTAVIA Coach” or “Independent Coach with OPTAVIA.”

See the OPTAVIA Procedures for Details on Submitting Permitted Advertising Materials and Tools to the Company for Approval.

5.6 E-MAIL MESSAGES. Coaches must comply with all laws regarding the sending of e-mail messages, including the CAN-SPAM Act, and it is a duty of the Coach to become and remain informed about the requirements of these laws. Coaches are prohibited from sending unsolicited e-mails regarding their replicated website or business to individuals who have not specifically requested information regarding the OPTAVIA business opportunity, products, programs or services. In the event an individual who has formerly agreed to receive e-mail information later requests that the Coach cease sending the individual e-mail, the Coach must honor this request immediately.

5.7 COMPANY TRADEMARKS & COPYRIGHTS. The name “OPTAVIA” and other names as may be adopted by the Company from time to time are proprietary trade names, trademarks and service marks of OPTAVIA (as partially outlined in Appendix A). The Company’s trademarks and copyrights are valuable assets and, therefore, the Company strictly regulates the use of these trademarks and copyrights to ensure that they do not lose their value to the Company or to our independent field sales force. Coaches may not use the Company’s trademarks, trade names, copyrights and other intellectual property rights, registered or otherwise, in any form except as specifically authorized by these Policies or as otherwise approved in writing by the Company. The Company may prohibit the use of the Company’s trademarks or copyrights in any Business Support Materials or other medium. While the Company grants Coaches a limited license to use its trademarks and trade names in promotional media, that license exists only for so long as the Independent OPTAVIA Coach Agreement is in effect. Upon cancellation of a Coach’s Agreement for any reason, the Coach’s license shall expire and the Coach must immediately discontinue all use of the Company’s trademarks and trade names. Violation of any of the Policies pertaining to Company Trademarks and Copyrights may subject the Coach to disciplinary action, up to and including termination.
a. Use of Company Trademarks. Under no circumstances may a Coach use any of OPTAVIA’s trade names, trademarks, service marks or logos in any e-mail address, Business Entity name, website domain name, social media name or handle (or social media profile picture), address or phone number. In addition, Coaches are not permitted to use or apply the Company’s trade names, trademarks, service marks or logos on any tangible items, including, but not limited to: customized license plates, apparel, products, tools or other materials, unless otherwise allowed in these Policies or as authorized by the Company in writing.

b. Live and Recorded Events. OPTAVIA commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events, Company executives or employees, Coaches, and guests may appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Coaches may not record any Company events or functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium (Company events or functions include: “Go Global,” “OPTAVIA Convention,” “Sundance,” “National Optimal Health Day,” etc.).

c. Company Produced Business Support Materials. Company-produced Business Support Materials, videos, audio, podcasts, and printed material are copyrighted materials. While some of these materials may be available to Coaches in their Back-Offices for download, Coaches shall not copy any such materials without the Company’s prior written approval.

5.8 REPLICAED WEBSITES. Upon enrollment, Coaches receive a replicated OPTAVIA website from which they can generate sales and enrollments of other Coaches. Replicated OPTAVIA websites are the only websites that Coaches are authorized to use in connection with their OPTAVIA business.

5.9 RETAIL OUTLETS. Coaches may not sell OPTAVIA products in any retail, wholesale, warehouse, trade show or discount establishment (collectively “Retail Outlet”). This includes accepting orders, and/or accepting any form of payment for products and/or exchanging or transferring products to a buyer in a Retail Outlet.

5.10 TESTIMONIALS & CLAIMS.

a. Weight-Loss Testimonials. If a Coach makes a weight-loss testimonial (including any statements or representations about weight-loss efficacy or statements disclosing or implying the amount of weight that any person has lost) in connection with OPTAVIA’s products and programs, the Coach must adhere to each of the following:

   i. The Coach making the testimonial must clearly and conspicuously disclose that he/she is an independent OPTAVIA Coach;
   ii. The testimonial must be true and accurate, and must disclose all additional material information that impacted their weight loss (e.g., changes in lifestyle or exercise habits, use of diet pills, etc.);
   iii. The testimonial must clearly and conspicuously include the most recent OPTAVIA disclaimers which are included in official OPTAVIA literature or posted on OPTAVIA’s official website and which may change or be updated from time to time. It is the Coach’s obligation to be familiar with the latest disclaimers.

1. Weight-loss statements/testimonials must include one of the following disclaimers, depending on whether (a) only total weight loss is noted in the statement or (b) total weight loss and a time duration is mentioned, for example:

   a. “In a clinical study, the group on the Optimal Weight 5 & 1 Plan® lost 10x more weight than the self-directed group. Average weight loss on the Optimal Weight 5 & 1 Plan is 12 pounds.” Use this version for weight loss statements where only total weight loss is noted without any time duration mentioned, e.g., - “Susan lost 50 pounds;”
   b. “Average weight loss on the Optimal Weight 5 & 1 Plan® is 12 pounds. Clients are in weight loss, on average, for 12 weeks.” Use this version for weight loss statements where both total weight loss and a time duration is mentioned, e.g., - “Susan lost 50 pounds in 4 months.”

2. For additional information on weight loss disclaimers and claims, please see http://coachanswers.optavia.com.
b. Prohibited Health Claims. It is important to ensure that when you are advertising your business, any health claims are truthful, non-misleading and substantiated. There are a few conditions which improve for almost everyone when they lose weight. We, as a Company, are confident that we have enough scientific support to talk about these conditions, solely when talking about weight loss. Just eating our Fuelings is not enough. Clients must follow the program and actually lose the weight. For example, with respect to weight loss, it is typical that people see improvements in the following conditions:

i. High blood pressure;
ii. High cholesterol/high triglycerides; and
iii. Type 2 diabetes.

At this time, we do not have the scientific support to advertise improvement of any other health-related condition. When discussing improvements of any of these 3 conditions, you must indicate that the improvement was due to weight loss (e.g., “Thanks to losing weight, my type 2 diabetes has improved”).

OPTAVIA and the Optimal Weight 5 & 1 Plan do not cure, prevent, diagnose, or treat any disease; Coaches may not make claims that OPTAVIA’s products and programs can or may help to prevent, cure, and/or mitigate any illness or disease. This prohibition against curative claims includes, but is not limited to, testimonials about OPTAVIA’s products and programs that are not contained in official OPTAVIA literature or posted on OPTAVIA’s official website. OPTAVIA and its products and programs are not medical treatment or care and cannot be conveyed as such.

The following is a non-exclusive list of prohibited health claims:

i. Medication Elimination (example of non-compliant statement - “Thanks to OPTAVIA, I’m off all blood pressure medication.”);
   a. While you may note that your medication was lowered or reduced DUE TO WEIGHT LOSS, not OPTAVIA, you may not discuss medication being lowered or reduced unless it was for one of the 3 conditions noted above - High Blood Pressure, High Cholesterol or Type 2 Diabetes.

ii. Specific Weight Maintenance (example of non-compliant statement - “I have maintained my weight loss for five years.”)
   a. While you may note that you are maintaining your weight, you are not permitted to include specific time spans when referring to maintaining your weight loss.

iii. Specific Improvements with High Blood Pressure, High Cholesterol or Diabetes or any other disease or condition (example of non-compliant statements - “My blood pressure has dropped to 120/80,” “My cholesterol has dropped below 200,” or “My A1C levels are below 5 percent”).
   a. Again, while you may note that you have general improvements in the aforementioned 3 conditions, DUE TO WEIGHT LOSS, you are not permitted to discuss specific improvements with respect to these 3 conditions.

Again, as mentioned above, these are only a few of the prohibited health claims that Coaches are not permitted to make or discuss when advertising their OPTAVIA Coach business.

c. Representing the Income Opportunity. When presenting or discussing the OPTAVIA Integrated Compensation Plan or income opportunity, Coaches must make it clear to prospects that financial success in OPTAVIA requires commitment, effort, and skill. When presenting or discussing the OPTAVIA opportunity or Integrated Compensation Plan or income opportunity to a prospective Coach, Coaches must provide the prospective Coach with a copy of OPTAVIA’s then-current Income Disclosure Statement (“IDS”). Coaches may not make any exaggerated income claim nor any claim that is false or deceptive. Conversely, Coaches must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

i. It’s a turnkey system;
ii. The system will do the work for you;
iii. Just get in and your downline will build through spillover;
iv. Just join and I’ll build your downline for you;
v. The company does all the work for you;
vi. You don’t have to sell anything;
vii. All you have to do is buy your products every month.

The above are just examples of improper representations about the Integrated Compensation Plan and the business opportunity and are not an inclusive list. It is important that Coaches do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Coach without commitment, effort, and skill.

d. Income Disclosure Statement. The Company has developed the Income Disclosure Statement (“IDS”) to convey truthful, timely, and comprehensive information regarding the income that OPTAVIA Coaches have earned (IDS is attached as Appendix B to these Policies). The IDS is not a projection of what may be earned in the future; it is a report of what Coaches have earned in the past and must be conveyed as such. A copy of the IDS must be made available to any prospective Coach any time the Integrated Compensation Plan or earning opportunity is presented or discussed or any type of income claim or earnings representation is made.

e. Income Claims and/or Earnings Representations. Income claims and earnings representations (collectively, “income claims”) are:

   i. Any statement indicating a specific amount has been, may be, or will be earned;
   ii. Any statement making a financial projection;
   iii. Any statement providing possible ranges within which income can be earned;
   iv. Statements of earnings ranges;
   v. Income testimonials;
   vi. Lifestyle claims;
   vii. Hypothetical claims.

f. Lifestyle Claims. A “lifestyle claim” is a form of income claim. It typically includes representations (which often, but do not always, include pictures) of large homes, luxury cars, exotic vacations, expensive jewelry or other items suggesting or implying wealth. References to the achievement of one’s dreams or having everything one always wanted and are phrased in terms of opportunity or possibility or chance are also lifestyle claims. Claims such as “My OPTAVIA income exceeded my salary after six months in the business,” or “Our OPTAVIA business has allowed my wife to come home and be a full-time mom,” or “I’m now able to send my kids to private school,” are examples of this type of lifestyle claim.

g. Meetings. In any meeting that is open to the public in which the Integrated Compensation Plan is discussed or any type of income claims are made, there must be a 3-foot x 5-foot or larger copy of the current IDS on display in the front of the room in reasonable proximity to the presenter(s). Alternatively, a Coach may provide all attendees with a copy of the current IDS. In any meeting in which any type of video display is used (e.g., monitor, television, projector, etc.), a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Integrated Compensation Plan or the making of an income claim. Alternatively, a Coach may provide all attendees with a hard copy of the current Income Disclosure Statement on a page that is at least 8”x10.”

5.11 HOLDING EVENTS & MEETINGS.

a. Field-Run Events. Coaches are encouraged to get together with other Coaches for training, motivational, or business development purposes; these are deemed Meetings or Trainings for purposes of these Policies. Meetings and Trainings can be held between Coaches in the same organization or coaches in other lines of sponsorship. The Company does not need to be notified of their occurrence.
b. Client or Coach Acquisition Events. Coaches may also wish to hold Client acquisition or business opportunity events that are advertised, promoted, or open to the public. These gatherings are deemed “Events.” For Coach acquisition Events, OPTAVIA Coaches must abide by the following requirements:

i. Income Disclosure Policies must be adhered to;
ii. Only approved Business Support Materials (developed or approved by the Company) may be used at any Event;
iii. All other Policies herein must be adhered to when holding an Event, failure to do so is grounds for disciplinary action.
1. While the Company does not need to be notified of the occurrence of Events, should a Coach have any doubt concerning whether or not he/she may be in compliance with all relevant OPTAVIA Policies when holding an Event, the Coach should contact the OPTAVIA Compliance Department.

5.12 TRADE SHOWS, FAIRS, & EXPOS.

a. Promoting a Coach Business at Professional Events. We encourage Coaches to attend Trade Shows, Fairs, and Expos to promote their businesses, when they are ready. However, Coaches must refrain from attending events that do not reflect well on the scientific and clinical heritage of the Company, its products and programs, or that could negatively reflect on the image of the Company.

b. Qualification. Only Certified Coaches who are qualified at the rank of Executive Director or above may attend and promote OPTAVIA at trade shows and professional expositions. Other Coaches not yet qualifying at the rank of Executive Director may participate in a tradeshow only under the guidance of a Certified Executive Director personally present at the event.

c. Turning Event Contacts into Active Clients. If a future Client wishes to place an order at the exposition, he/she can place the order through Client Services or place the order online via the Coach’s replicated website.

d. Company Presence at Events. Members of the OPTAVIA corporate team often attend and participate in events, which emphasizes the importance of speaking with one voice from a brand perspective to uniformly promote our products and programs. Therefore, Coaches may not participate in events where there is a corporate presence, unless prior written approval is given by the Company. It is solely the Coach’s responsibility to comply with this Policy.

e. Field Presence at Events. OPTAVIA is not responsible for managing the event schedule within the field and will not mediate disputes with event vendors or among members of the field concerning same.

f. Registering for Events. Coaches should inquire with the event organizer prior to registration to determine if the Company will be attending the event. In cases where the Company will be present, Coaches should contact the Company before registration. The Company is not responsible for event registration fees and event costs associated with Coaches registering for events they cannot attend. Coaches may not register themselves as “OPTAVIA,” Coaches may only register as: “<Coach Name>, Independent OPTAVIA Coach™” or “<Coach Name>, Independent Coach with OPTAVIA™.”

g. Insurance. As previously mentioned in these Policies (Policy 3.4), OPTAVIA does not provide liability or other insurance coverage, which is sometimes required to participate in such events. Such coverage, if necessary, is the sole responsibility of the Coach.

h. Approval. OPTAVIA further reserves the right to refuse authorization for participation in any function that it does not deem to be a suitable forum for the promotion of its products, programs, services, or the OPTAVIA business opportunity.
SECTION 6 - DISPUTE RESOLUTION

6.1 GENERAL DISPUTE RESOLUTION POLICY. Disputes between the Company and a Coach that arise from or relate to the Agreement, the business operated by the Coach, or the opportunity offered by the Company shall be resolved according to the three-step procedure of: (a) informal negotiation; (b) non-binding mediation; and (c) trial before a court for claims under $50,000.00 so long as equitable relief is not sought (except as set forth below), or binding arbitration if the claim is for $50,000.00 or more or if equitable relief is claimed. IF A CLAIM SEEKS DAMAGES FOR $50,000.00 OR MORE, OR SEEKS EQUITABLE RELIEF (EXCEPT AS SET FORTH BELOW), THE PARTIES AGREE TO RESOLVE THE DISPUTE THROUGH BINDING ARBITRATION AND WAIVE CLAIMS TO A TRIAL BEFORE ANY COURT OR JURY. The following shall apply to all proceedings under this Dispute Resolution Policy:

   a. Any claim a Party has against the other must be brought within one (1) year from the date on which the act or omission giving rise to the claim occurred. In cases in which informal negotiation is required, once informal negotiation is requested in writing, the one-year limitation of actions provision shall be tolled until the closure of the mediation phase of this Policy and for ten (10) calendar days thereafter.

   b. At no time prior to the negotiation and mediation phases below are completed shall either Party initiate arbitration or litigation related to this Agreement or the business except as is otherwise specified in this Dispute Resolution Policy.

   c. Unless otherwise stipulated by the Parties, all offers, promises, conduct and statements, and evidence, whether oral or written, made in the course of the negotiation and/or mediation by any of the Parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation and/or mediation.

   d. Informal negotiations and mediation shall occur in the city in which the Company maintains its principal place of business unless the Parties mutually agree on another forum. Informal negotiations and mediation shall take place telephonically if either Party requests such.

   e. Each Party shall be responsible for its own attorney’s fees, expert, professional and witness fees incurred in pursuing any claim, regardless of the forum.

   f. If an action is filed in court, the action may be brought in the jurisdiction in which either Party resides or has its principal place of business.

   g. If arbitration is filed, all arbitration proceedings shall be held in the city in which the Company maintains its principal place of business.

6.2 PHASES OF DISPUTE RESOLUTION.

   a. Phase 1 - Informal Negotiation.

      i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement or the Company’s business promptly by negotiation between the aggrieved Coach(es) and executives of the Company who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. A Party may, at its election, choose to be accompanied in such negotiation by an attorney. If one Party elects to have its attorney present, the other Party must also agree to have its attorney present if that Party has retained counsel.

      ii. To institute the negotiation process, either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within ten (10) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity
(a) a statement of each Party’s position and a summary of arguments supporting that position, and (b) the name and title of the executive and attorney who will accompany that Party (if applicable), or the name of the Coach and their attorney (if applicable) who will accompany him/her in the negotiation. Within twenty (20) days after delivery of the notice, the Parties and the attorneys (as applicable) of both Parties shall meet at a mutually acceptable time and place. Such meeting may occur telephonically if one Party requests that the meeting be held telephonically.

iii. Unless otherwise agreed in writing by the negotiating Parties, mediation may be commenced one (1) business day following the close of the negotiation phase described above. The negotiation phase is “closed” when one Party notifies the other in writing that it considers the negotiation “closed.” Such closure shall not preclude continuing or later negotiations if desired by both Parties.

b. Phase 2 - Mediation.

i. If the Parties are unsuccessful in resolving their dispute through good faith negotiation, they shall seek to resolve the dispute through mediation. If a Party elects to pursue mediation, the Party shall submit a written request for mediation to the other Party no later than thirty (30) calendar days after the negotiation phase is closed. The Parties shall have ten (10) calendar days following such request to select a mutually acceptable mediator. If the Parties cannot agree on a mutually acceptable mediator, they shall apply to JAMS (private alternative dispute resolution provider) to have a neutral mediator appointed.

ii. Mediation shall be conducted within twenty (20) calendar days from the date on which the mediator is selected or appointed or as otherwise agreed upon by the Parties and the mediator.

iii. Unless otherwise agreed upon by the Parties, the mediation shall be closed when the Parties settle the dispute, but in no case later than thirty (30) calendar days following the date on which the first meeting between the mediator and the Parties occurred.

iv. If the Company is the claimant, the Company shall be responsible for filing, administrative fees, and the mediator’s fees. If a Coach is the claimant, the Coach shall be responsible for no more than $250.00 in filing and administrative fees, and the Company shall be responsible for the balance of filing and administrative fees as well as the mediator’s fees. Each Party shall be responsible for its own attorney’s fees, expert, professional and witness fees, and costs associated with all phases of dispute resolution.

c. Phase 3(a) · Claims for Under $50,000.00 with no Claim for Equitable Relief.

i. Claims for less than $50,000.00 and in which equitable relief is NOT sought may be brought pursuant to the arbitration policy below if the Parties agree. If the Parties do not agree, a claim may be brought before the small claims or district courts in the county in which either Party resides or has its principal place of business.

d. Phase 3(b) · Claims for $50,000.00 or More or Claims Seeking Equitable Relief - Confidential Arbitration.

i. If a claim seeks $50,000.00 or more, or seeks equitable relief, and the Parties do not successfully resolve their dispute through the negotiation and mediation procedures above, the dispute shall be resolved through binding confidential arbitration as set forth below.

e. Phase 3(c) · Public Equitable Relief.

i. If public equitable relief is authorized by federal or state statute, the Parties agree that an action may be brought before the district court in the county in which either Party resides or has its principal place of business, so long as: (a) the relief sought is limited to public equitable relief that is authorized by federal or state statute; and (b) the public equitable relief is unavailable through arbitration proceedings. If public equitable relief is available through JAMS arbitration, the dispute shall be resolved according to the arbitration provisions of this Dispute Resolution Policy.
f. JAMS to Administer Arbitration. The arbitration shall be filed with, and administered by JAMS in accordance with its Comprehensive Rules and Procedures, which are available on JAMS' website at: https://www.jamsadr.com/rules-comprehensive-arbitration/. Copies of JAMS Rules and Procedures will also be e-mailed to Coaches upon request to OPTAVIA’s Compliance Department. Notwithstanding the rules of JAMS, unless otherwise stipulated by the Parties, the following shall apply to all arbitration actions:

i. The Federal Rules of Evidence shall apply in all cases;
ii. The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
iii. The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
iv. The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days;
v. The Parties shall be allotted equal time to present their respective cases;
vi. An Arbitrator’s award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based;
vii. Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.

6.3 CONFIDENTIALITY. With the exception of discussing the claims with bona fide witnesses to the dispute, neither Party shall verbally or in writing discuss, publish, or otherwise disseminate the claims, allegations, merits, evidence, positions, pleadings, testimony, rulings, awards, orders, issues, or any other aspect of the dispute to any third party, including but not limited to disclosure on the internet or on any social media or blog platform, prior to, during, or after any phase of the dispute resolution process unless a specific exemption contained in this Dispute Resolution Policy applies.

6.4 LIQUIDATED DAMAGES FOR BREACH OF CONFIDENTIALITY OBLIGATION. If a Party violates its confidentiality obligations under this Dispute Resolution Policy, the non-breaching Party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys, agents, or a proxy of a Party breaches the confidentiality provision of this Dispute Resolution Policy, the following shall apply:

a. The non-breaching Party shall be entitled to liquidated damages in the amount of $10,000.00 per violation, or $25,000 per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or on any social media forum. Every disclosure of each claim, allegation, pleading, or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damages provision, nothing herein shall limit the right or ability of a Party to disclose evidence, claims or allegations relating to the dispute to any individual who is, or who may be, a bona fide witness to the dispute. The Parties agree that this liquidated damages amount is reasonable and waive all claims and defenses that it constitutes a penalty; AND

b. Breach of the confidentiality provision by disseminating or publishing information described in Policy 6.3 above through any form of mass media (including but not limited to posting on the Internet or on any social media platform) by a Party, a Party’s agent, or a Party’s proxy shall constitute an act of gross bad faith, and shall constitute a waiver of the breaching Party’s right to pursue its claim(s) and/or defense(s) against the non-breaching Party, and shall entitle the non-breaching Party to a default judgment against the breaching Party.

6.5 EMERGENCY RELIEF. Either Party may bring an action before JAMS seeking emergency relief to protect its intellectual property rights, including but not limited to protecting its rights pursuant to the non-solicitation provisions of these Policies. A claim or cause of action seeking emergency relief shall be brought pursuant to the Emergency Relief Procedures in JAMS Comprehensive Rules and Procedures, available at https://www.jamsadr.com/rules-comprehensive-arbitration/, or by contacting the company at compliance@optavia.com. The Parties agree that any violation of the non-solicitation provisions (Policies 3.7 and 5.5.iv) or Confidential Information (Policy 3.8) Policies shall entitle OPTAVIA to emergency and permanent equitable relief because: (a) there shall be no adequate remedy at law; (b) OPTAVIA shall suffer immediate and irreparable harm should such Policies be breached; and (c) if emergency and permanent equitable relief is not granted, the injury to OPTAVIA shall outweigh the potential harm to the Coach.
6.6 **SITUATIONS IN WHICH THE DISPUTE RESOLUTION POLICY IS MODIFIED.** This Dispute Resolution Policy shall be modified as specified below in the following situations:

a. **Action to Enforce Arbitration Award or Order.** Either Party may bring an action in a court properly vested with jurisdiction to enforce an arbitration award or order, including but not limited to an order for emergency relief. Actions to enforce an arbitration award may be instituted in a court properly vested with jurisdiction and are not subject to this Dispute Resolution Policy, with the exception of the confidentiality and liquidated damages provisions should a Party breach its confidentiality obligation.

b. **Petitions for Emergency Relief.** If a Party deems it necessary to seek emergency equitable relief to protect its interests, it may seek emergency equitable relief as set forth in this Dispute Resolution Policy without engaging in the negotiation or mediation phases set forth above. Notwithstanding the foregoing, the Parties are encouraged, but not required, to engage in negotiation and/or mediation concurrently with any pending request for emergency relief.

c. **Public Equitable Relief Authorized by Statute.** “Public equitable relief” is injunctive relief that has the primary purpose of prohibiting unlawful acts that threaten future injury to the general public. If public equitable relief is specifically authorized by federal or state statute, an action may be brought before a court properly vested with jurisdiction over the Parties so long as: (a) the only relief sought in the case is public equitable relief that is authorized by federal or state statute; and (b) the public equitable relief is unavailable through arbitration proceedings. If public equitable relief is available through arbitration, the claim for public equitable relief shall be brought pursuant to the arbitration process as set forth in this Dispute Resolution Policy. In an action seeking only public equitable relief, the Parties may forego the negotiation and mediation phases of this Dispute Resolution Policy. The confidentiality provisions and corresponding liquidated damages provisions for breach of confidentiality obligations contained in this Dispute Resolution Policy shall remain in effect for claims and actions seeking public equitable relief unless an action is brought before a court as specifically permitted pursuant to this subsection and the disclosure is related solely to material that is not filed with the court under seal.

d. **Patent, Trademark and Copyright Infringement Claims.** If an action is brought seeking injunctive relief to prevent infringement of a patent, trademark, or copyright, such action may be brought before the United States Courts properly vested with jurisdiction and is not subject to this Dispute Resolution Policy so long as: (a) the only cause of action asserted in the case is for the infringement of a patent, trademark, or copyright; and (b) the only relief sought is equitable relief.

e. **Disciplinary Sanctions.** The Company shall not be required to engage in the three-step dispute resolution process prior to imposing disciplinary sanctions against a Coach for violation of the Agreement.

6.7 **REMEDIES.** Remedies available to the Coach under United States federal laws, and the state and local laws of the Coach’s state, shall remain available to the Coach in any arbitration proceeding.

6.8 **CLASS ACTION WAIVER.** All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement, that arise from or relate to the OPTAVIA business, or that arise from or relate to the relationship between the Parties, shall be brought and proceed on an individual basis. The Parties waive their rights to pursue any action against the other Party and/or their respective owners, officers, directors and agents, on a class or consolidated basis. The Coach may opt out of this class action waiver if he/she wishes by submitting written notice to the Company of the Coach’s desire to opt-out within thirty (30) days from the date on which he/she enrolled as a Coach. The Coach must submit written opt-out notice to the Company at compliance@optavia.com.

6.9 **GOVERNING LAW.** The Federal Arbitration Act shall govern all matters relating to arbitration, including whether or not a claim is subject to arbitration. Except as is otherwise specified in these Policies, the law of the State of Maryland, without regard to principals of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the business, the relationship between the Parties, or any other claim between the Parties. Notwithstanding the foregoing, if a
dispute is properly raised before a court as permitted in this Dispute Resolution Policy, the case shall be governed by the law of the state in which the court hearing the matter resides.

6.10 DAMAGES WAIVER. In any action arising from or relating to the Agreement, the Parties waive all claims for incidental and/or consequential damages, even if the other Party has been apprised of the likelihood of such damages. The Parties further waive all claims to exemplary and punitive damages. Nothing in this Policy shall restrict or limit a Party’s right to recover liquidated damages as set forth in these Policies.

6.11 LOUISIANA RESIDENTS. The dispute resolution provisions in these Policies shall apply to Louisiana residents with the exception that Louisiana residents may bring arbitration against OPTAVIA in their home forum and pursuant to Louisiana law.